

Advertising Dates: July 26, 2007 and August 2, 2007

TIMBER FOR SALE, UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, ORAL AUCTION as hereinafter designated will be received by the District Manager, Bureau of Land Management at the COOS BAY DISTRICT OFFICE, 1300 Airport Lane, North Bend, Oregon 97459-2000, on Friday August 24, 2007, for all timber marked or designated for cutting. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including the appraised price per species, should be obtained from the above District Manager. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States. Environmental Assessment No. OR125-02-06 Oxbow Riparian Silviculture Project, and OR128-03-17 East Fork Coquille EA , were prepared for these sales and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for these sales at the Coos Bay District Office. This sale notice, first published on July 26, 2007 constitutes the decision document for purposes of protests under 43 CFR Subpart 5003 - Administrative Remedies. Protests of any sale listed below must be filed within 15 days after the first publication of this notice. Sale will commence at 10:00 a.m.

In DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION, SALE NO. 07-05, UPPER QUARRY CREEK. All timber designated for cutting on certain Federal lands in T. 21 S., R. 8 W., Sec. 11 S½ SW¼, SW¼ SE¼., Will. Mer., estimated for the purpose of this sale to be 94 MBF. No written bid for less than \$3,904.40 will be considered. Minimum deposit with written bid \$400.00.

In COOS COUNTY: OREGON: CBWR: ORAL AUCTION, SET-ASIDE SALE: SALE NO. 07-33 CAMAS POWERLINE CT. All timber designated for cutting on certain Federal lands in T. 28 S., R. 9 W., Sec. 15, NE¼, NW¼, N½SW¼, NE¼SE¼, S½SE¼, Sec. 17, E½SE¼., Will. Mer., estimated for the purpose of this sale to be 5107 MBF. No written bid for less than \$658,810.30 will be considered. Minimum deposit with written bid \$65,900.00.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Coos Bay District Office  
1300 Airport Lane  
North Bend, OR 97459

July 25, 2007

TIMBER SALE NOTICE

1.	Upper Quarry Creek	07-05	94 MBF
2.	Camas Powerline CT	07-33	5107 MBF

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The World newspaper on or about July 26, 2007. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at the COOS BAY DISTRICT OFFICE, 1300 Airport Lane, North Bend, Oregon on

**AUGUST 24, 2007**

This sale will commence at 10:00 a.m.

ENVIRONMENTAL ASSESSMENTS or CATEGORICAL EXCLUSIONS were prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for these sales at the Coos Bay District Office.

A WRITTEN BID on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract.

FOR SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award of set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121, as amended, of the Code of Federal Regulations (firm employs, together with its affiliates, 500 or fewer persons). The Form 5430-1, Self Certification Statement can be obtained at the oral auction timber sale and must be completed and submitted before qualifying to bid.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offer or independently, and was tendered without collusion with any other bidder or offer or.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

QUALIFIED SMALL BUSINESS concerns may apply to the Small Business Administration for loan assistance to provide financing for access road construction required under the terms of qualifying timber sale contracts, and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the Bureau of Land Management of their intention to apply for a loan.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District office. A copy of the timber sale contract is also available for inspection at the District office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the advertised appraised price. The purchaser shall be liable for the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

Appraised prices are determined by transaction evidence appraisal methods unless otherwise noted on individual timber sale notices.

A new Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision and Resource Management Plan. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

<p>UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT</p> <p>NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES</p>
<p>Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offer or, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offer or does not maintain or provide for his employees facilities which are segregated on a basis or race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offer or to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.</p>
<p>in accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.</p>
<p>Form 1140-4 (June 1974)</p>

COOS BAY SALE NO. 07-05  
UPPER QUARRY CREEK

COOS BAY DISTRICT OFFICE  
UMPQUA RESOURCE AREA  
SOUTH COAST

SALE DATE: August 24, 2007  
SALE TIME: 10:00 a.m.

SALE NO. 07-05, UPPER QUARRY CREEK

DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: Bid deposit required: \$400.00

All timber designated for cutting on: T. 21 S., R. 8 W., Sec. 11 S½ SW¼, SW¼ SE¼, Will. Mer.

Approx. No. Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Estimated Vol. Times Appraised Price
1,044	49	Douglas-fir	61	\$42.00	\$2,562.00
159	8	western hemlock	10	\$31.20	\$312.00
469	18	red alder	23	\$44.80	\$1,030.40
<b>1,672</b>	<b>75</b>	<b>Total</b>	<b>94</b>		<b>\$3,904.40</b>

**THIS TIMBER SALE HAS BEEN CRUISED, APPRAISED, AND ADVERTISED BASED UPON SCRIBNER BOARD FOOT MEASURE (16 FOOT LOG). THE MINIMUM BID FIGURES SHOWN BY SPECIES ARE DOLLARS PER THOUSAND BOARD FEET (MBF). THE MINIMUM BID INCREMENT WILL BE \$0.10 PER MBF. SCRIBNER BOARD FOOT VOLUMES (32 FOOT LOG) BY SPECIES ARE DISPLAYED FOR INFORMATIONAL PURPOSES.**

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: With respect to merchantable trees of all species in all cruise strata: the average DBHOB is 9.6 inches: the average gross merchantable log contains 28 bd. ft.; the total gross volume is approximately 103 thousand bd. ft.; and 91% recovery is expected. The average DBHOB for Douglas-fir is 9.7 inches; and the average gross merchantable log contains 28 bd. ft. None of the total sale volume is salvage material. The following cruise methods were used for volume determination:

100% CRUISE: The timber volumes were based on a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs.

CUTTING AREA: One unit totaling approximately 22 acres must be partial cut.

ACCESS: Access to the sale area is provided via: Oregon State highways, Douglas County roads and

COOS BAY SALE NO. 07-05  
UPPER QUARRY CREEK

Government controlled roads.

DIRECTIONS TO SALE AREA: From Reedsport, travel east on Highway 38 for approximately 28.3 miles to Paradise Creek Road No. 22-8-9.0. Travel north on Paradise Creek Road for approximately 9.1 miles. Refer to Exhibits A and A-1 for unit location.

ROAD USE & MAINTENANCE: Refer to Exhibit E Summary attached. Operator maintenance required on one mile of road.

ROAD CONSTRUCTION:

There is no road construction.

Maintenance rock: The Purchaser shall furnish and apply prior to the termination of log hauling, 30 cubic yards of 1 ½-inch minus crushed maintenance rock in accordance with the specifications shown on Exhibit D and/or as approved by the Authorized Officer.

DURATION OF CONTRACT: Will be thirty-six months for cutting and removal of timber. The contract will contain special stipulations regarding logging, road construction, road use and maintenance, fire prevention, hazard reduction and logging residue reduction, log export and substitution, optional scale check of lump sum sales, equal opportunity in employment, cultural resource protection, and sensitive, threatened, or endangered plants or animals.

COOS BAY SALE NO. 07-05  
UPPER QUARRY CREEK

SPECIAL PROVISIONS:

1. Directional felling is required away from roads, Stream Channels and posted boundaries.
2. All snags and existing coarse woody debris are reserved.
3. Snags that are felled for safety reasons will be left on site.
4. Cutting or yarding during high sap flow, March 31 through July 1, may be restricted by the Authorized Officer.
5. Yarding shall be completed with cable-type equipment capable of lateral yarding 75' each side of the skyline road.
6. One-end suspension is required.
7. Roadside hazard reduction is required.

COOS BAY SALE NO. 07-05  
UPPER QUARRY CREEK

SCHEDULE I

Sec. 40. TIMBER RESERVED FROM CUTTING. The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of the Government:

- a. All timber on the Reserve Areas, shown on Exhibit A, which is attached hereto and made a part hereof, and all blazed, orange painted and/or posted trees which are on or mark the boundaries of the Reserve Areas.
- b. All trees within the Partial Cut Area except red alder and those trees marked with blue paint by the Government above and below stump height within the Partial Cut Area, as shown on Exhibit A.
- c. All existing standing dead trees, except those trees which must be felled to permit safe working operations. Snags felled for safety reasons shall be left on site.
- d. All existing coarse woody debris.

SPECIAL PROVISIONS - Page 1 of 13 pages

Sec. 41. SPECIAL PROVISIONS. Purchaser shall comply with the special provisions which are attached hereto and made a part hereof unless otherwise authorized, in writing, by the Authorized Officer:

a. Periodic Payment and First Installment Adjustment

(1) Notwithstanding the provisions of Sec. 3(b), the amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser's control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer notifies the Purchaser that operations may proceed, the purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3(b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.

(2) Notwithstanding the provisions of Sec. 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchasers control. Any adjustment made shall provide the Purchaser with an equal amount of operating time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3(b).

b. Logging

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(1) Prior to commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A pre-work conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved.

(2) Before beginning operations on the contract area for the first time, or after a shutdown of ten or more days, the Purchaser shall notify the Authorized Officer in writing of the date she/he plans to begin operations. She/he shall also notify the Authorized Officer in writing if she/he intends to cease operations for any period of ten or more days.

(3) Directional felling is required away from roads, posted boundaries, and Stream Channels, as shown on Exhibit A, and snags.

(4) Cutting or yarding during high sap flow, March 31 through July 1 of the same calendar year, may be restricted by the Authorized Officer.

(5) All trees designated for cutting shall be felled to the lead of the pre-marked yarding corridors.

(6) Yarding shall be completed with cable-type equipment. A carriage capable of yarding in a fixed position seventy-five feet in either direction from the skyline corridor will be required.

(7) One-end suspension will be required for in-haul of logs during cable yarding operations.

(8) Cable yarding corridors will be one hundred fifty feet apart, as measured where the skyline corridor reaches the far edge of the unit.

(9) Rub trees may be cut and yarded after all lateral yarding is complete on each setting, as directed by Authorized Officer.

(10) Complete re-spooling of lines is required in making cable yarding road changes.

(11) Where yarding road locations allow, cable yarding will be done so that corridors are parallel rather than radiating from one central landing, and are placed to avoid Stream Channels. Where yarding is to occur over Stream Channels, the yarding corridors will be kept as perpendicular to the Stream Channel as possible.

(12) Prior to attaching any logging equipment to a reserve tree, the Purchaser shall obtain written approval from the Authorized Officer and shall take precautions to protect the tree from damage as directed in writing by the Authorized Officer.



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(13) Before cutting and removing any trees necessary to facilitate logging in the Partial Cut Area, the Purchaser shall identify the location of the cable yarding corridors and tailhold, tieback, guyline and danger trees on the ground in a manner approved by the Authorized Officer at the pre-work conference and documented in the Logging Plan. Said Purchaser identification of trees to be cut and removed does not constitute authority to proceed with cutting and removal. In addition, before proceeding the following conditions must be met:

(a) All cable yarding corridors upon which timber is identified by the Purchaser to be cut and removed in accordance with this special provision must be necessary for the removal of timber sold under this contract and shall be limited to the minimum width necessary for yarding of logs with a minimum amount of damage to reserve trees however, unless otherwise approved in writing by the Authorized Officer, the width of each cable yarding corridors within the Partial Cut Area shall be limited to a maximum width of twelve feet.

(b) The Purchaser may immediately cut and remove additional timber to clear cable yarding corridors; and to provide tailhold, tieback, guyline and to clear danger trees when the trees have been marked with blue paint above and below stump height by the Authorized Officer and thereby approved for cutting and removal by the Authorized Officer. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. No timber may be cut or removed under terms of this provision unless sufficient installment payments have been made in accordance with Sec. 3. (b). of the contract or sufficient bonding has been provided in accordance with Sec. 3. (d). of the contract.

(c) The Purchaser agrees that sale of this additional timber shall be accomplished by a unilateral modification of the contract executed by the Contracting Officer and that such timber shall be sold at the unit prices shown in Exhibit B of this contract unless the value of the timber must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract.

(d) This authorization for the Purchaser to cut and remove additional timber prior to the execution of a modification may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser has cut and removed any tree not previously marked and approved for cutting by the Authorized Officer which, under Section 10 of the contract, constitutes a violation of the contract, and, under Section 13 of the contract, may constitute a trespass rendering the Purchaser liable for damages under applicable law.

(e) If authorization is withdrawn, the Contracting Officer shall issue a written notice to the Purchaser that the sale of additional timber under this special provision is no longer approved. In this case, the Purchaser shall inform the Authorized Officer at least three working days prior to the need for cutting and removing any additional timber. The Purchaser and the Contracting Officer shall execute a bilateral modification prior to cutting additional approved timber at the unit prices shown in Exhibit B of the contract or in accordance with Sec. 8 or Sec. 9 of the contract as determined by the Authorized Officer in accordance with this provision. Only two such requests will be granted in any one work week. The Contracting Officer may issue a written order to the Purchaser to suspend, delay, or interrupt any or all contract work for the period of time deemed necessary and appropriate for the Government to safely measure and mark additional timber.

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(f) The Government may reserve trees previously designated for cutting and removal by applying orange paint as replacements for additional trees cut and removed for cable yarding corridors when the Authorized Officer determines such reservation is necessary to maintain stand densities consistent with objectives set forth in the management prescription. This may include the replacement of trees damaged by storm events, or insects or disease. The volume of this timber to be reserved will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and the value shall be based on the unit prices shown in Exhibit B, which is attached hereto and made a part hereof, of this contract. The Purchaser agrees that the Total Purchase Price shall be reduced accordingly through a unilateral modification to the contract executed by the Contracting Officer.

(14) In accordance with the requirements of Sec. 8, it has been determined that it is in the best interest of the government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the Contract Area, as shown on Exhibit A, that is: obstructing needed cable yarding corridors, hazardous to workers in accordance with applicable State safety laws, codes, or regulations and must be cut or removed so that the Purchaser can continue active falling or yarding operations; needed for guyline trees to meet all applicable State safety laws, codes or regulations and must be cut or removed so the Purchaser can continue active yarding operations; or are severely damaged from the normal conduct of felling or yarding operations. The Purchaser is therefore authorized to cut and remove such additional timber in accordance with the provisions of Section 8; provided however, that:

(a) the Purchaser shall identify each tree sold and cut in accordance with this provision by marking the surface of the stump immediately after cutting with a large "X", cut with a chain saw, and by painting the stump with florescent red paint so that the stump can be visually located from a distance of not less than 100 feet;

(b) concurrently with falling, paint the butt of each tree with florescent red paint. When butts are yarded, deck separately for inspection by Authorized Officer;

(c) the Purchaser conforms to all requirements of Section 8 of this contract; provided that (1) the unit prices for additional timber within unit boundaries shall be the unit prices shown in Exhibit B or the reappraised unit prices arrived at in accordance with Section 9 of this contract, and (2) timber outside of unit boundaries shall be sold at fair market value;

(d) no timber may be cut or removed under the terms of this provision if all contract payments required by Sec. 3. (b) or 3.(d) have been made; and,

(e) the permission to cut and remove additional timber contained in this provision may be withdrawn by the Authorized Officer as to future sales under this contract by delivering to the Purchaser written notice that additional sales under this special provision are no longer in the best interest of the Government.

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(15) In the Partial Cut Area, significant damage to residual trees shall affect less than 5% of residual trees. Significant damage is defined as any tree having greater than twelve square inches of the bark removed from the circumference of the tree, any tree with top diameter broken at three inches in diameter or greater, or any tree being visually root-sprung. When this requirement falls below the approval level, a written warning will immediately be issued to the Purchaser. Any reserved trees significantly damaged or destroyed by the Purchaser shall be valued at current market value of the merchantable volume for purposes of determining damages.

(16) To control the spread of noxious weeds, the purchaser shall conduct all operations involving the transportation and use of equipment and vehicles in strict accordance with the requirements shown on Exhibit F, which is attached hereto and made part hereof. All road building and logging equipment will be washed prior to moving into the Contract Area to minimize the spread of noxious weeds.

(17) For a distance of 100 feet from the perimeter of each landing, all logs more than 8 inches diameter at the large end and longer than 8 feet in length shall be decked or windrowed at the location designated by the Authorized Officer except logs removed from the contract area. If a log or a piece of a log meeting or exceeding the above specifications is bucked all portions of that log shall be yarded and decked at the above described location.

(18) Concurrently with, or at the termination of logging operations, the Purchaser shall pull back and shape onto the landings all overhanging materials to prevent erosion.

c. Road Construction

There is no road construction, improvement or renovation required for this sale.

d. Road Use and Maintenance

(1) The Purchaser shall be required to secure written approval to use or haul equipment over Government owned or controlled structures when that equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Tracked type equipment shall not be allowed to cross over concrete bridge decks, other concrete surfaced structures or asphalt surfaced roads without the proper protection of that surface. Prior approval shall be obtained from the Authorized Officer when crossing with protective devices.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least fifteen (15) days prior to proposed move in. Details shall include:

- (a) axle weights when fully loaded;
- (b) axle spacing;

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- (c) transverse wheel spacing;
- (d) tire size;
- (e) outside width of vehicle;
- (f) operating speed;
- (g) frequency of use; and,
- (h) special features (e.g. running tracks, overhang loads, etc.).

The Purchaser shall be responsible for repair of any damage to structures caused by the use of overweight or over-dimension vehicles: (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

(2) The Purchaser shall perform maintenance and repair of such roads shown on Exhibit D in accordance with the maintenance specifications listed in Exhibit D, attached hereto and made a part hereof.

(3) The Purchaser is authorized to use the roads shown on Exhibit E, attached hereto and made a part hereof, for the removal of Government timber sold under the terms of this contract and for haul of mineral material required under the terms of this contract; provided, that the Purchaser shall pay the road maintenance fees and road rockwear fees, as shown on Exhibit E. Unless the total maintenance and rockwear fees due BLM are paid prior to commencement of operations on the contract area, payments shall be made in installments payable in the same manner as and together with payments required by Sec. 3 of this contract.

e. Fire Prevention, Hazard Reduction and Logging Residue Reduction

(1) BLM will assume supervisory responsibility for disposal of logging slash. The assumption by the Government of all obligations for the disposal or reduction of fire hazard under State law does not relieve the Purchaser of the obligations to perform the fire prevention, hazard reduction and logging residue reduction measures required by this contract.

(2) Fire Prevention and Hazard Reduction. Primarily for purposes of fire prevention and fire hazard reduction, the Purchaser shall comply with the following provisions:

(a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, the Purchaser shall prepare a fire prevention and control plan to the satisfaction of the Authorized Officer.

(b) The Purchaser's operations shall meet all applicable Oregon State Fire Laws as well as the Daily Industrial Fire Precaution Levels.

(d) Slash shall be disposed of in accordance with the written instructions of the Authorized Officer.

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(3) Logging Residue Reduction. Primarily for hazard reduction, silvicultural purposes and watershed protection, the Purchaser shall comply with the following provisions:

(a) In addition to the requirements of Section 15 of this contract, the Purchaser shall be responsible for logging residue reduction at all landing sites in the sale area and in the roadside hazard reduction areas (RHRA) as shown on the exhibit A. In the RHRA the Purchaser shall pile all logging residue, one-half to four inches in diameter, measured at the small end, which is greater than two feet in length and is within twenty feet slope distance of the outside edge of the road shoulder. Removal shall be accomplished by hand or with mechanized equipment capable of reaching the required twenty feet without leaving the road surface. All material shall be piled in locations designated by the Authorized Officer. At the discretion of and in locations designated by the Authorized Officer, logging residue may be distributed and scattered beyond the twenty foot slope distance of the outside edge of the road shoulder.

(b) Piling of landing debris and slash in the RHRA shall be conducted concurrently with the logging operation or prior to the removal of logging equipment from the contract area.

(c) Landing piles shall be constructed as upright as possible and have a solid base to prevent toppling. Material extending more than two feet beyond the general contour of the piles shall be cut off and placed on the pile.

(d) Unless directed by the Authorized Officer, no piles shall be within ten feet of any green trees, snags or marked wildlife trees.

Specifications for Landing and RHRA Pile Covering

(e) The Purchaser shall place polyethylene plastic, 4 MIL thickness and black in color, over the pile so as to provide maximum protection from fall/winter rains. This usually requires that the top, north, west and south sides of the pile to be covered. All covering shall be completed no later than September 15<sup>th</sup> of the current year.

(f) Plastic shall extend down the side of the pile to the point where the natural ground level and the bottom of the pile intersect. All plastic shall be weighted down with logging debris in order to prevent blowing off or sliding. No more than twenty percent of the material to be piled may be placed on top of the plastic.

(g) Notwithstanding the provisions of Section 15 of this contract, the Government shall be responsible for disposing of slash created by the Purchaser's operations on Government lands, except for slash created by clearing of rights-of-way for roads to be constructed, and except for assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or their designated representative, assist in burning slash by furnishing at their own expense, the services of personnel and equipment as follows:

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Specifications Applicable to Landing and RHRA Pile Burning

1. The Purchaser shall begin pile burning within fourteen hours of notification by the Authorized Officer.
2. Manpower and Equipment Requirements for burning of RHRA and landing piles are:
  - a. One English-speaking foreman for crew supervision.
  - b. One person to assist the foreman in pile burning.
  - c. Two drip torches and sufficient mixed fuel to complete all pile burning.
3. A minimum of ninety percent consumption of each pile is required.
4. No mop-up is required of the Purchaser.

In case of injury to personnel or damage to equipment furnished as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the manpower and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning, and new conditions necessitate additional hazard reduction work and/or the use of additional personnel and equipment to accomplish the planned burn, the Purchaser also shall be responsible for such additional costs.

f. Log Export and Substitution

(1) All timber sold to the Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles.

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Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

The Purchaser is required to maintain and upon request to furnish the following information:

- (a) date of last export sale;
- (b) volume of timber contained in last export sale;
- (c) volume of timber exported in the past twelve (12) months from the date of last export sale;
- (d) volume of Federal timber purchased in the past twelve (12) months from the date of last export sale;
- (e) volume of timber exported in succeeding twelve (12) months from date of last export sale; and,
- (f) volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber" (Form 5460-16). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer a "Log Scale and Disposition of Timber Removed Report" (Form 5460-15) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log bolt or other roundwood and identify each of these by painting with highway-yellow paint.

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

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g. Optional Scale Check of Lump Sum Sales

(1) The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed.

(2) In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows. If the entire sale is check scaled by yard scale, the purchase price of this contract shall be reduced by \$47.00. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the Eastside Scribner Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

h. Equal Opportunity in Employment

(1) Certification of Nonsegregated Facilities, Form 1140-3, is attached hereto and made a part hereof.

i. Cultural Resource Protection

(1) If in connection with operations under this contract, the Purchaser, his contractors, sub-contractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer.

(2) Pursuant to 43 CFR 10.4(g) the holder of this authorization must notify the Authorized Officer, by telephone, with written confirmation, immediately upon discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), you must stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the Authorized Officer.

j. Sensitive, Threatened, or Endangered Plants or Animals

(1) The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:



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- (a) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
- (b) when, in order to comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Coos Bay District Record of Decision (ROD) and Resource Management Plan (RMP), the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (c) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
- (d) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;
- (e) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (f) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to \$1,000, or two (2) percent of the First Installment amount listed in Section 3.b. of the contract, whichever is larger. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has

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outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, *et seq.*). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect occupied marbled murrelet sites in accordance with the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, marbled murrelet occupied site protection ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

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The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraph, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

Exhibit F  
Sheet 1 of 1

## SPECIAL PROVISIONS TO CONTROL THE SPREAD OF NOXIOUS WEEDS

### Vehicle and Equipment Cleaning

1. Cleaning shall consist of the removal of soil and debris by washing with a high pressure hose or steam cleaning. Cleaning and inspection sites will be agreed to by Purchaser and BLM. All petroleum product residues shall be contained at wash sites and dealt with in accordance to DEQ standards. Contractor shall provide an approved plan for the cleaning station that demonstrates that the station meets all DEQ and water quality regulations. All necessary permits shall be obtained by the contractor.

2. All equipment parts shall be cleaned as designated by the Authorized Officer, including removal of tractor belly plates, in accordance with Section A.1 above.

All construction, logging and slash disposal equipment shall be cleaned prior to entering the contract area. The Authorized Officer will determine if log trucks and vehicles used for transportation of personnel shall be cleaned, based upon the location of use immediately prior to current timber sale. If the vehicles have been in a weed-infested area, they shall be washed before entering Contract Area, as shown on Exhibit A.